



## Town of Nantucket

### REQUEST FOR PROPOSALS FOR SURVEY AND DESIGN SERVICES IN CONNECTION WITH AIRPORT BIKE PATH AND ENTRANCE IMPROVEMENTS

The Town of Nantucket through its Airport Commission invites qualified proposers to submit proposals for survey, engineering, landscape design, construction administration, and inspection services in connection with airport bike path and entrance improvements located in the town of Nantucket, Massachusetts.

#### I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

1. Proposals will be accepted at the Town of Nantucket, 16 Broad Street, Nantucket, MA 02554, until 3:00 PM on July 23, 2003. Three (3) copies of the proposal are required.

Price and non-price (technical) proposals must be submitted in separate envelopes that are sealed and clearly marked:

*Price Proposal for Airport Bike Path & Entrance Design Services*  
*Non-Price Proposal for Airport Bike Path & Entrance Design Services*

2. The proposals will be available to the public after the evaluation is complete.
3. Award date. Award will take place within sixty (60) days of the opening. Funding is available pursuant to action taken at the 2003 Annual Town Meeting.
4. If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed, mailed or faxed to all companies and individuals on record as having requested the RFP.
5. Questions concerning this RFP must be submitted in writing to: John Pagini, NP&EDC, 16 Broad, Street, Nantucket, MA 02554 before 3:00 PM on July 14, 2003. Questions may be delivered, mailed or faxed (508-228-7236). Written responses will be mailed or faxed to all companies and individuals on record as having requested the RFP.
6. Responses may be modified, corrected or withdrawn only by written notice received by the Town of Nantucket prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" and must reference the original RFP response.

Negligence on the part of the responder in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

7. The Town of Nantucket Airport Commission reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.

8. The Town of Nantucket Airport Commission will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of Nantucket. All plans, specifications and other documents resulting from this contract shall become the property of the Town of Nantucket. Unless specifically exempt under the Massachusetts public records law, the Town of Nantucket has the right to disclose information contained in proposals.
9. Proposers must be willing to enter into the Town of Nantucket's standard form of contract, attached within.
10. The RFP, and any subsequent contract for services, is hereby issued in accordance with M.G.L. c. 30B.
11. Proposals received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
12. Any submittals received after the advertised date and time for opening will be returned to the responder unopened.
13. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
14. The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the response. These forms must be signed by the authorized individual(s).
15. Unexpected closures. If, at the time of the scheduled response opening, the offices of the Town of Nantucket are closed due to uncontrollable events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 2:00 PM on the next normal business day. Submittals will be accepted until that date and time.
16. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages submittals from qualified MBE / DBE / WBE firms.
17. Proposers should be aware that many overnight mailing services do not guarantee service to Nantucket.
18. Responses to the RFP must be prepared according to the guidelines set forth herein. Selection of the successful Proposer will be based upon an evaluation and analysis of the information and materials required under the RFP.

## **II. PROJECT OBJECTIVES.**

### **Background**

The Town of Nantucket Airport Commission recently acquired a private parcel of land located southeast of the intersection of Old South Road and Macy Lane. The Airport Commission has cleared the site and intends to improve the property as a port of entry park leading to the airport.

The specific goals and objectives of this project are two-fold:

1. To design a 1,700 +/- linear foot, 10 ft. wide, asphalt bike path along Macy's Lane and extending along the fence line of the automobile rental lot, connecting the airport terminal to the future Old South Road Bike Path. Design of bike rack areas is also included in this project. All properties along this proposed bike path are under the control of the Nantucket Airport Commission.
2. To design a landscaped entrance and sense of arrival to the airport utilizing a vacant 2.3 +/- acre parcel of land controlled by the Airport Commission, and situated southeast of the intersection of Old South Road and Macy's Lane. The aforementioned Bike Path can be incorporated within the entrance project design. The proposed entrance project must comply with FAA standards and limitations on lighting and water elements, and is subject to the FAA's final approval. The only structures permitted will be low-profile signage and landscaping walls / fencing.

### **Scope of Work: Bike Path and Entrance Park**

- Perform surveying, engineering, and landscape design services necessary for the complete design of the bike path and entrance park.
- Create survey plan of existing conditions for the 2.3-acre entrance project parcel, including areas within 50 feet of its bounds.
- Create survey plan of existing conditions along Macy's Lane from the north side of Old South Road to the entrance road to the airport, for a distance of 50 feet from the edge of the layout, and along the fence line abutting the car rental lot leading to the terminal.
- Create cross-sections of the existing conditions and proposed bike path at 50-foot intervals for the entire length of the path.
- Create plans depicting all necessary rights to be acquired from lessees, both permanent and temporary, necessary for project construction;
- Create schematic alternatives, 25%, and 75% design plans;
- Provide construction cost estimates prior to construction bidding;
- Prepare all bid documents, written specifications and plans necessary for construction bidding in accordance with MGL c. 30, §39M; complete required advertising for construction bidding;
- Provide 3 sets of bid documents, written specifications and plans to the Airport Commission.
- Administer the entire construction bidding process, including dissemination of bid packages to contractors; assist Airport Commission in evaluation of bids and award of construction contract.
- Provide construction administration services, including inspections and any additional design services, required during the construction of the project;
- Provide as-built plans of the project;

- Conduct design charette to facilitate the design of the park
- Attend design meetings at concept / alternative review, 25%, and 75% design stages.
- Attend meetings of the Airport Commission, and field meetings, as required;
- Attend meetings of the Nantucket Historic District Commission, as necessary;

### **Special Considerations**

- Consult with the FAA concerning FAA requirements on improvements allowed within airport approach and clear zones, and concerning airport security considerations.
- Integrate the bike path project with the entrance park project design.
- Design provides connection between Old South Road Bike Path and Macy Lane Bike Path.
- Integrate landscaping into bike path and entrance park design.
- Design provides for bike racks.
- Consider integration of NRTA stops in design.

### **III. FORM OF PROPOSAL**

The Proposer shall submit in separate, clearly identified, sealed envelopes a non-price proposal and price proposal.

First, the Airport Commission and/or its designee shall open and evaluate the non-price proposals according to Section IV of this RFP. Then the Commission shall open the price proposals, and select the most advantageous proposal based on proposal ratings and the proposal prices.

#### **A. Non-Price Proposal**

The non-price proposal shall consist of all materials and information, other than price, required in this RFP. The non-price proposal shall include a Plan of Service that details the following:

- (a) Proposer business history, resumes of the three highest-level staff persons, resumes of staff to be assigned to this project.
- (b) The "Quality Requirement" items listed in Section IV of this RFP.
- (c) Detailed description of services and deliverables proposed.
- (d) Time line under which Proposer would perform services and provide deliverables.
- (e) Synopsis of Proposer's experience in working with Massachusetts municipalities on similar projects and familiarity with Massachusetts bidding laws (specifically MGL c. 30, 39M).
- (f) List four (4) references (including name, title, address and phone number) for similar projects completed by the proposer; brief description of projects.
- (g) List three (3) references (including name, title, address and phone number) for which the proposer prepared bid documents in accordance with MGL c. 30, 39M.

#### **B. Price Proposal Requirements**

The price proposal shall consist of a lump sum to provide all services and deliverables. There shall be no reimbursable expenses allowed under this contract.

#### **IV. PROPOSAL EVALUATION PROCEDURE**

The Airport Commission and/or its designee will evaluate proposals according to the quality requirements contained below. Submittals failing to comply with one or more of the quality requirements stated below shall be disqualified from further consideration.

Submittals that comply with the quality requirements will be further evaluated based on the comparative criteria detailed below. Each proposal will be assigned a rating for each comparative criterion and a composite rating.

Three finalists will be identified from the evaluation of comparative criteria. The Commission will rank these finalists. Price proposal will then be considered. The Commission may interview the three finalists as part of its evaluation. The Commission will negotiate a contract with the highest ranked finalist who proposes a price within the Commission's budgeted amount. The Commission reserves the right to reject any and all proposals if such rejection is in its best interest.

##### **Quality Requirements**

- I. Licensed Engineer on staff (provide photocopy of license).
- II. Licensed Surveyor on staff (provide photocopy of license).
- III. Certified Landscape Architect on project team (provide photocopy of certification).
- IV. Proposer has been established as a commercial surveying and/or engineering entity for a minimum of five (5) years.

##### **Comparative Criteria**

###### **Overall experience of the Proposer.**

- HA:** Proposer and staff appear to be comprised of experienced professionals
- A:** Proposer and staff appear to have a moderate amount of required experience
- NA:** Proposer and staff appear to have little experience

###### **Time line provided in plan of service.**

- HA:** Proposer's timeline indicates that all plans and bid documents shall be completed within 120 days or less from the project funding date.
- A:** Proposer's timeline indicates that all plans and bid documents shall be completed after 120 days but within 150 days of the project funding date.
- NA:** Proposer's timeline indicates that all plans and bid documents shall be completed after 150 days of the project funding date.

###### **Experience in working with municipalities**

- HA:** Proposer has completed six or more projects for Massachusetts' municipalities.
- A:** Proposer has completed at least three but not more than five projects for Massachusetts' municipalities.
- NA:** Proposer has completed less than three projects for Massachusetts' municipalities.

###### **Experience designing similar projects**

- HA:** Proposer has completed three or more projects with similar characteristics for Massachusetts municipalities.
- A:** Proposer has completed one or two projects with similar characteristics for Massachusetts municipalities.
- NA:** Proposer has no experience preparing projects with similar characteristics for Massachusetts municipalities.

**Experience in preparing bid documents in accordance with MGL c. 30, 39M**

**HA:** Proposer has prepared bid documents on six or more projects.

**A:** Proposer has prepared bid documents on three to five projects.

**NA:** Proposer has prepared bid documents for two or fewer projects.

## **V. RULE FOR AWARD.**

The Town of Nantucket Airport Commission will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

## **VI. BASIS OF COMPENSATION.**

The contract awarded will be a fixed price contract.



## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Signature of person signing bid or proposal

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Name of Business

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Federal Employer ID Number

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
President's Signature

Date: \_\_\_\_\_

**AGREEMENT BETWEEN  
THE TOWN OF NANTUCKET, MASSACHUSETTS  
AND  
INDEPENDENT CONTRACTOR**

THIS AGREEMENT made effective \_\_\_\_\_, 2003, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Airport Commission, with their offices at 30 Macy Lane, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **xxxxxxxxx** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

***ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR***

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

***ARTICLE 2 - SERVICES OF THE CONTRACTOR***

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and

all permits, bonds and other items required for the proper and legal performance of the work.

- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and the copyright thereto shall be the property of the TOWN. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### ***ARTICLE 3 - PERIOD OF SERVICES***

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### ***ARTICLE 4 - PAYMENTS TO THE CONTRACTOR***

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written

approval of the TOWN.

## ***ARTICLE 5 - TERMINATION***

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

## ***ARTICLE 6 - INSURANCE AND INDEMNIFICATION***

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.
  - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Errors and Omissions Insurance of not less than \$1 million per claim.

- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

## *ARTICLE 7 - GENERAL PROVISIONS*

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF NANTUCKET, MASSACHUSETTS  
By and through its  
Airport Commission

CONTRACTOR

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\_\_\_\_\_  
E. Foley Vaughn, Chairman

\_\_\_\_\_  
President

FEIN or SSN: \_\_\_\_\_

Org./Obj. xxxxxx

Approved as To Funds Available:

\_\_\_\_\_  
Constance Voges, Finance Director

## **CONTRACT EXHIBIT A**

### **CONTRACTOR, SCOPE OF WORK, TERM**

1.     **Name of Contractor:**
2.     **State of Incorporation:**
3.     **Principal Office Address:**
4.     **Description of Services (§2.1):**
5.     **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
6.     **Term of Agreement (§3.1):**
7.     **Completion Date (§3.2):**
8.     **Additional Insurance Coverage (§6.2(e)):**



## CONTRACT EXHIBIT B

### PAYMENTS

1. Payment Method
  - a. **Maximum Project Amount:**
  - b. **Payment Increments:**
  - c. **Reimbursable Expenses (if any):**

## PROPOSAL CHECKLIST

In order to simplify the evaluation process and obtain the maximum degree of comparison between proposals, the Town has prepared this checklist for all responders to use in compiling proposals.

- ☐ Non-price (technical) proposal
- ☐ Price proposal (separate from the technical proposal)
- ☐ Certificate of Non-Collusion.
- ☐ Tax Compliance Certification.
- ☐ Signed signature page of Town of Nantucket contract enclosed herein to indicate that responder is willing to enter into said contract.

# Proposed Macys Lane Bike Path: Vicinity Map

